

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320
Prepared by Lona Patane

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT FOR INFECTIOUS DISEASE VACCINATIONS PROGRAM BETWEEN THE TOWN OF DAVIE, GLOBAL MRO, AND GLAXOSMITHKLINE FOR EMERGENCY PERSONNEL.

REPORT IN BRIEF: Currently, the Police Department is required to have an infectious disease vaccination program that complies with federal and state OSHA regulations since Police Department personnel are vulnerable to contracting infectious diseases from sick and injured persons. Infectious disease vaccination programs are an important first step to protect employees. Global MRO was selected to provide the administration of the vaccination due to its experience with other government and Police Departments. GlaxoSmithKline was selected to provide the vaccine. The combination of these two vendors provided the best pricing as compared to other vendors in this market.

Town's purchasing ordinance allows for a waiver of formal bidding for professional services.

PREVIOUS ACTIONS: N/A

CONCURRENCES: Town Attorney reviewed and approved contract

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$32,990.24

Account Name: Administrative Office Miscellaneous Account

If no, amount needed: \$

What account will funds be appropriated from:

Additional comments:

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s):

Resolution

Procurement Authorization

Service Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT FOR INFECTIOUS DISEASE VACCINATIONS PROGRAM BETWEEN THE TOWN OF DAVIE, GLOBAL MRO, AND GLAXOSMITHKLINE FOR EMERGENCY PERSONNEL.

WHEREAS, Police Department personnel are exposed on a daily basis to infectious diseases;
and

WHEREAS, the Police Department is in need of an infectious disease vaccination program; and

WHEREAS, the formal bidding for professional services is not required; and

WHEREAS, after review, the Town Council authorizes the Mayor to execute a service agreement with Global MRO.

WHEREAS, after review, the Town Council authorizes the Mayor to execute a purchase agreement with GlaxoSmithKline .

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Mayor to execute a service agreement with Global MRO for infectious disease vaccination program.

SECTION 2. The Town Council of the Town of Davie hereby approves the Mayor to execute a purchase agreement with GlaxoSmithKline for Hepatitis A & B vaccines.

SECTION 3. The Town Council authorizes the expenditure of \$32,990.24 from the Administrative Office Miscellaneous Account.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

ACCOUNT NUMBER.	BUDGET ITEM & DESCRIPTION	APPROXIMATE COST
001-0520-521-0501	Hepatitis A & B Shots	\$32,990.24

METHOD OF PROCUREMENT (check the one that applies)

- ☐ Open Competitive Bidding
☐ Piggyback on Contract Number _____
☐ Sole Source
☐ Request For Proposals
☒ Other Professional Services

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____
Department Head

Have Funds been Reserved _____

Date _____ Signed _____

Signed _____

Town Administrator

VENDOR	BIDS SUBMITTED	COST
1.) Global MRO - Administer Vaccine	\$12,596.00	
1a.) GlaxoSmithKline - Vaccine	\$20,394.24	\$32,990.24
2.) Med 84		\$66,740.00
3.) U. S. Healthworks		\$84,600.00

Signed _____

Procurement Manager

TOWN ADMINISTRATOR'S RECOMMENDATION

Vendor

Cost

Signed _____

Town Administrator

GLOBAL



A Division of Preventive Medicine Testing Centers, Inc.

CORPORATE OFFICE

5201 Ravenswood Road, # 121
Ft. Lauderdale, FL 33312
Phone: (954) 963-7763
Fax: (954) 963-1065
1-800-520-3429

3550 Biscayne Blvd., # 307
Miami, FL 33137
Phone: (305) 572-0799

1100 S. Main St., # 102
Belle Glade, FL 33430

**SERVICE AGREEMENT FOR ADMINISTERING HEPATITIS
VACCINE**

THIS AGREEMENT (Agreement) is entered into this _____, 2002, by and between **GLOBAL MRO™** (Global MRO), with its principal place of business at 5201 Ravenswood Road, #121, Ft. Lauderdale, FL 33312 and the **TOWN OF DAVIE** (City), with its principal place of business located at 6591 S.W. 45th Street Davie , FL 33314.

WHEREAS, the City desires to utilize the services of an independent contractor to administer hepatitis vaccine from Global MRO and approved by the City hereby referred in this agreement as "Services".

Whereas, Global MRO has agreed to perform such services upon the terms and conditions below.

NOW THEREFORE, the parties agree as follows:

1. **SCOPE OF THIS AGREEMENT**

Upon request of City, Global MRO shall conduct Services, which shall be as described in this Agreement and the attached exhibits.

2. **TERM OF AGREEMENT**

This agreement shall be effective upon execution by the parties and shall expire on _____ unless sooner terminated in accordance with section 3.

3. **TERMINATION OF AGREEMENT**

3. **TERMINATION OF AGREEMENT**

A. City may terminate this Agreement with or without cause, upon thirty (30) days written notice. Global MRO may terminate this Agreement with or without cause, upon ninety (90) days written notice.

B. This agreement shall automatically terminate on and as of the date of the following:

- (1) The end of the first term or any extension thereof;
- (2) If Global MRO files an involuntary or voluntary petition in Bankruptcy or Petition for an arrangement pursuant to the Bankruptcy Act;
- (3) If a Receiver is appointed for the business of Global MRO or any part thereof,
or
- (4) If Global MRO by law or otherwise effectively discontinues its operations.
- (5) If City fails to pay invoice according to terms and agreement.

4. **PRICES AND TERMS OF PAYMENT**

A. Pricing of the services is provided in Exhibit attached to this Agreement.

B. The parties acknowledge and agree that for the first initial one (1) year of this Agreement the fees shall be as stated on Exhibit attached.

C. During the terms exceeding the fifteen (15) months of this Agreement, Global MRO shall advise City in writing of any proposed change in the pricing of the services no less than ninety (90) days prior to the proposed effective date. The City may terminate this Agreement should City not agree to any proposal price increase.

D. City shall be billed monthly for services rendered by Global MRO pursuant to this Agreement. Payment of invoices is due within thirty (30) days upon receipt.

5. **REPORTING RESPONSIBILITIES OF GLOBAL MRO**

A. Global MRO shall hold all information relating to the services as confidential, unless otherwise required by law.

B. All services results shall be released only to designated City personnel.

6. **RENEWAL OF AGREEMENT**

This Agreement automatically renews for a period of two(2) years unless a ninety (90) days notice of termination is received by either party subject to Section 3.

7. **DAMAGES; LIMITATION OF LIABILITY**

No claim for compensation or damages can be made by either party hereto against the other by reason of the termination of this Agreement, unless such claim is based on a breach of the terms of this Agreement.

8. **MODIFICATION AND AMENDMENTS**

All modifications and amendments to this Agreement and its exhibits must be in writing and signed by both parties.

9. **INVALIDITY**

In the event any of the provisions of this Agreement or its exhibits become invalid or unenforceable for any reason, the invalid or unenforceable provision(s) shall be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect. The validity of the remaining provisions shall not be affected .

10. **APPLICABLE LAW**

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the States of Florida. Venue shall be exclusively in Broward County, Florida.

11. **NOTICES, DEMANDS, AND COMMUNICATIONS**

All notices, requests, demands and other communications required or permitted to be given thereunder (excluding the communicating of the results of the services provided) shall be deemed to have been duly given in writing and delivered personally or mailed first class, postage prepaid, registered or certified mail, as follows:

If to Global MRO:

Global MRO™
5201 Ravenswood Road, #121
Ft. Lauderdale, Florida 33312
Attention: Maria Rodriguez
President, CEO

If to Town of Davie

Attention: _____

Either party may designate, by notice in writing, a new address to which any notice, demand or communication may be so given or sent.

12. **ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties as it relates to the subject matter hereof and supersedes any and all prior agreement, understandings, and arrangement between the parties hereto. This agreement is intended to be a final expression of the parties agreement and a complete statement of the terms thereof, and shall not be modified except in writing signed by the parties hereto.

13. **FORCE MAJEURE**

Neither party shall be liable for failure to perform any duty or obligation that either party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the reasonable control of the party who had the duty to perform.

14. **WAIVER**

The failure of any party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.

Except as otherwise specifically provided herein, the remedies provided by this Agreement or presently or hereafter existing at law or in equity shall be cumulative and concurrent, and any be pursued singly, successively, or together, and may be exercised as often as occasion therefore shall occur. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof or of any other remedy.

15. ASSIGNMENT

Neither party may assign its representative rights and obligations arising out of this Agreement, without the prior consent in writing of the other party except that either party may assign any right hereunder to its parent, a subsidiary or an affiliate corporation without the consent of either party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

16. LEGISLATIVE MODIFICATIONS

Notwithstanding any other provision to the contrary, in the event that any federal, state, or local law, rule, regulation or interpretation thereof at any time during the terms of this Agreement prohibits, restricts or in any way materially changes the method or amount or reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction or limitation, provided however, the City shall have the right to terminate this Agreement without the payment of any damages whatsoever. With respect to any law, rule, regulation or interpretation thereof which results in an increase in the cost of services provided by Global MRO hereunder, Global MRO shall have the right to increase its fees to reach that level of prices with which it is willing to provide services hereunder, provided however that in such event, City shall have the option of terminating this Agreement without the payment of any damages.

With respect to any other prohibition, restriction or change that causes this Agreement to be impermissible or materially different in its effect that contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created; if this Agreement is not so amended in prior writing to the effective date of said prohibition, restriction or change, this Agreement shall terminate, without the City being liable for any damages.

17. SECTION HEADINGS

Section headings contained in this Agreement are for references purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

18. PREVAILING PARTIES

Should litigation be instituted to enforce the terms and conditions of this Agreement, each party shall pay its own attorney's fee and costs incurred in the prosecution of such an action.

GENERAL TERMS

19. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason on this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision hereof give any third person any right or subrogation or action over or against any party to this Agreement.

20. Notwithstanding any of the provisions of this Agreement, Global MRO will hold the Town, its director, officers, employees, and agents harmless from and shall indemnify and defend the Town, its directors, officers, employees and agents at Global MRO's expense against every claim, damage, loss, liability and/or suit arising out of any injury (including death) to persons and/or property that is caused through the negligence or the intentional tort of Global MRO or persons under its direction and control and which occurs in the performance of the services, employment screening and related and applicable state and federal laws, under this Agreement.

21. Global MRO shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of Florida and rate "B+" or better in Best's insurance guide, insurance for protection from claims under the workers' compensation Act and other employee benefits acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages other than the work itself, to property which may arise out of or results from Global MRO's operation under the Agreement whether such operation by Global MRO or by a subcontractor or any one directly or indirectly employed by any of them.

On or before the execution of this Agreement Global MRO must supply Town with a Certificate of Insurance as required by this section. Such Certificate shall provide written notice to Town thirty (30) days prior to any cancellation of said insurance. In addition, such insurance shall be for no less than the following amount: (A) automobile: \$300,000 per injury and per death and (B) CGL: \$1,000,000 per occurrence for both personal injury and property damage, (C) Workers' Compensation: Statutory in the amount of \$100,000 and Employers liability in the amount of \$500,000, and (D) Professional Liability in the amount of \$1,000,000. Town of Davie will be listed as an additional insured.

22. With respect to the performance of any services under this Agreement, Global MRO and all personnel shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable services. In its performance of the services, Global MRO and all personnel shall comply with all applicable laws and ordinances, including but not limited to applicable regulations of the City, County, State, Federal Government, ADA and EEO Regulations and Guidelines.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first above written.

GLOBAL MRO

TOWN OF DAVIE

By: _____
Maria Rodriguez
President/CEO

By: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

GLOBAL



MRO™

A Division of Preventive Medicine Testing Centers, Inc.

CORPORATE OFFICE

5201 Ravenswood Road, # 121

Ft. Lauderdale, FL 33312

Phone: (954) 963-7763

Fax: (954) 963-1065

1-800-527-1000

3550 Biscayne Blvd., # 307

Miami, FL 33137

Phone: (305) 572-0799

1100 S. Main St., # 102

Belle Glade, FL 33430

**SERVICES COMPLETED FOR
Hepatitis A & B
For Town of Davis**

Global MRO™, a consortium dedicated to provide assistance to employers in the operation and management of substance abuse testing programs, physical examination and administration of vaccination welcomes the opportunity to submit this proposal. Global MRO™ is committed to providing full management programs designed to meet the challenges of today's employer.

Medical Director

Global MRO™ Services/Blas Prieto, MD Board Certified, Medical Review Officer, and Medical Doctor since 1976. His license number ME 0028516.

Certification

	License No:
CLIA.....	09-1073
MEDICARE.....	10-8031
College of American Pathologists.....	75222-002
Florida HRS (Clinical).....	80000078
Florida HRS (Toxicology).....	T009
NIDA/DHHS.....	0625

Global MRO™ a division of Preventive Medicine Testing Centers, Inc. is certified by State of Florida Agency for Health Care Administration, license number 5008 as a multiphasic testing center.

Global MRO will maintain all vaccination records in a database and be available to the City.

All vaccines to be purchased directly from the vendor and shipped to Global MRO for storage. At the City's request, Global MRO will come on site to perform the vaccination to employees that have consented to receive the vaccination. A titer test for Hepatitis B will be performed to employees receiving the Hepatitis A & B vaccination. If value of titer result is reported

to be not consistent with immunity to Hepatitis B, a booster(another dosage of Hepatitis B) will be administered to employee following a titer test.

SERVICES COST SCHEDULE

Administration of Hepatits Vaccination.....\$15.00 per shot

Titer Test for Hepatitis B.....\$22.00 per test

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- ' Administration of Hepatitis Vaccination.....\$15.00 per shot
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